

MEMORANDUM FOR TRAINING INSTITUTION

FROM: HQ AFPC/DPANE  
550 C STREET W STE 27  
RANDOLPH AFB TX 78150-4729


SUBJECT: Medical Residency/Fellowship Agreement

1. We understand that an Air Force military officer, named in the attached agreement, has been accepted for residency/fellowship training by your institution for the periods indicated in the attached agreement. We further understand that the training to be furnished is gratuitous and voluntary, and will be accomplished without cost to the government other than the pay and allowances of a commissioned Air Force Officer.
2. Military officers may not receive compensation in the form of earnings, housing allowances or payments, because they are receiving compensation for these from the Government. They may, however, accept any other benefits, which are normally given to other students in similar circumstances. Some benefits, such as travel, are subject to further review by the Air Force prior to acceptance by the resident.
3. If you find the agreement acceptable, have it signed on behalf of your organization by the person legally authorized to do so and return it to:

HQ AFPC/DPANE  
550 C STREET W, STE 27  
RANDOLPH AFB TX 78150-4729

**The Air Force officer will not be able to start training at your institution until both your institution and the Air Force sign this agreement.**

4. If you have any questions or concerns about this agreement, please contact my operations officer, Ms Susan A Weeks at [Susan.Weeks@afit.edu](mailto:Susan.Weeks@afit.edu) or (937) 255-2259 ext 3019. Thank you for your attention in this matter.



CHARLES J. TWEDT, Lt Col, USAF, MSC  
Chief, Healthcare Education Division  
Civilian Institution Programs  
Air Force Institute of Technology

## MEDICAL RESIDENCY/FELLOWSHIP AGREEMENT

1. It is understood that \_\_\_\_\_ will take  
(First name, MI, Last Name)  
residency/fellowship training at \_\_\_\_\_ in  
(Name of Training Institution)  
\_\_\_\_\_ concurrently with his/her official Air Force duties from  
(Specialty)  
\_\_\_\_\_ to \_\_\_\_\_.  
(Start Date of Training) (Completion Date of Training)

2. It is understood that the training he/she will receive at this institution will be at no expense to the Government with the exception of the pay and allowances to which the trainee is entitled as a commissioned officer in the United States Air Force. It is also understood that the resident/fellow is prohibited from receiving a salary from the institution for his/her services as a resident/fellow. This does not preclude the institution from providing benefits other than salary that are incidental to the education/training. It is further understood that attendance at professional meetings or courses, required by the institution, and supplies and equipment, normally required as a part of his/her residency/fellowship, will be at no expense to the Government unless it is the normal policy at the institution that all residents/fellows in the same or similar training programs are individually responsible for financing such costs.

3. The institution agrees that the resident/fellow is an Air Force Officer training under authority of lawful orders issued by the Air Force. Accordingly, while performing such training, the resident/fellow is acting within the scope of his/her employment with the Air Force under Federal law. The provisions of 28 United States Code, section 2679, will immunize the resident/fellow from individual tort liability. It is understood that the United States will protect the liability of the resident/fellow only, and the United States may, in its representation of the resident/fellow, assert any defense available under State and Federal law. Although the resident/fellow is an Air Force Officer, for the purposes of liability the resident/fellow is a servant of the institution. This is because the resident/fellow will be performing duties under the exclusive control and for the primary benefit of the institution. Therefore, the institution agrees to provide, at its own expense, professional liability insurance in an amount that will satisfy all foreseen or reasonably foreseeable claims made against the resident/fellow, as well as to provide legal representation to the resident/fellow. The institution will notify the Air Force of the extent and nature of any applicable malpractice insurance and whether such insurance includes the resident/fellow.

4. The institution agrees not to seek indemnification from the United States, the Air Force or the resident/fellow for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the resident/fellow's professional duties in accordance with the terms of this agreement. The institution further agrees to furnish to the Air Force any and all documentation the Air Force considers necessary for the resolution of any claims or lawsuits against the United States arising from residency/fellowship as well as the evaluation of resident/fellow's professional qualifications.

5. The right is reserved for either party hereto to terminate this training agreement at any time by serving notice on the other party thirty days in advance of such action.

UNITED STATES OF AMERICA  
AFIT/ENEM

12 December 2012  
(Date Signed)



CHARLES J. TWEDT, Lt Col, USAF, MSC  
Chief, Healthcare Education Division  
Civilian Institution Programs  
Air Force Institute of Technology

"By signing below, I agree that I (or my professional position at this institution) hold the legal authority to sign/enter into contractual agreement with the US Air Force, as outlined above, on behalf of the institution." (If you do not hold this authority, please forward to the appropriate responsible agency/department.)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Institution Name)

\_\_\_\_\_  
(Institution Street Address)

\_\_\_\_\_  
(Institution City, State, Zipcode)

\_\_\_\_\_  
(Institution Phone)

\_\_\_\_\_  
(Typed Name & Title)

\_\_\_\_\_  
(Signature)